

ABDULJUAHID R. PIGCAULAN, PETITIONER, VS. SECURITY AND CREDIT INVESTIGATION, INC. AND/OR RENE AMBY REYES, RESPONDENTS.*G.R. No. 173648. January 16, 2012*

Ponente: DEL CASTILLO, J.

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It is not for an employee to prove non-payment of benefits to which he is entitled by law. Rather, it is on the employer that the burden of proving payment of these claims rests.

This Petition for Review on Certiorari[1] assails the February 24, 2006 Decision[2] of the Court of Appeals (CA) in CA-G.R. SP No. 85515, which granted the petition for certiorari filed therewith, set aside the March 23, 2004[3] and June 14, 2004[4] Resolutions of the National Labor Relations Commission (NLRC), and dismissed the complaint filed by Oliver R. Canoy (Canoy) and petitioner Abduljuahid R. Pigcaulan (Pigcaulan) against respondent Security and Credit Investigation, Inc. (SCII) and its General Manager, respondent Rene Amby Reyes. Likewise assailed is the June 28, 2006 Resolution[5] denying Canoy's and Pigcaulan's Motion for Reconsideration.[6]

Factual Antecedents

Canoy and Pigcaulan were both employed by SCII as security guards and were assigned to SCII's different clients. Subsequently, however, Canoy and Pigcaulan filed with the Labor Arbiter separate complaints[7] for underpayment of salaries and non-payment of overtime, holiday, rest day, service incentive leave and 13th month pays. These complaints were later on consolidated as they involved the same causes of action.

Canoy and Pigcaulan, in support of their claim, submitted their respective daily time records reflecting the number of hours served and their wages for the same. They likewise presented itemized lists of their claims for the corresponding periods served.

Respondents, however, maintained that Canoy and Pigcaulan were paid their just salaries and other benefits under the law; that the salaries they received were above the statutory minimum wage and the rates provided by the Philippine Association of Detective and Protective Agency Operators (PADPAO) for security guards; that their holiday pay were already included in the computation of their monthly salaries; that they were paid additional premium of 30% in addition to their basic salary whenever they were required to work on Sundays and 200% of their salary for work done on holidays; and, that Canoy and Pigcaulan were paid the corresponding 13th month pay for the years 1998 and 1999. In support thereof, copies of payroll listings[8] and lists of employees who received their 13[th] month pay for the periods December 1997 to November 1998 and December 1998 to November 1999[9] were presented. In addition, respondents contended that Canoy's and Pigcaulan's monetary claims should only be limited to the past three years of employment pursuant to the rule on prescription of claims.

Ruling of the Labor Arbiter

Giving credence to the itemized computations and representative daily time records submitted by Canoy and Pigcaulan, Labor Arbiter Manuel P. Asuncion awarded them their monetary claims in his Decision[10] dated June 6, 2002. The Labor Arbiter held that the payroll listings presented by the respondents did not prove that Canoy and Pigcaulan were duly paid as same were not signed by the latter or by any SCII officer. The 13[th] month payroll was, however, acknowledged as sufficient proof of payment, for it bears Canoy's and Pigcaulan's signatures. Thus, without indicating any detailed computation of the judgment award, the Labor Arbiter ordered the payment of overtime pay, holiday pay, service incentive leave pay and proportionate 13th month pay for the year 2000 in favor of Canoy and Pigcaulan, viz:

WHEREFORE, the respondents are hereby ordered to pay the complainants: 1) their salary differentials in the amount of P166,849.60 for Oliver Canoy and P121,765.44 for Abduljuaheed Pigcaulan; 2) the sum of P3,075.20 for Canoy and P2,449.71 for Pigcaulan for service incentive leave pay and; [3]) the sum of P1,481.85 for Canoy and P1,065.35 for Pigcaulan as proportionate 13[th] month pay for the year 2000. The rest of the claims are dismissed for lack of sufficient basis to make an award.

SO ORDERED.[11]

Ruling of the National Labor Relations Commission

Respondents appealed to the NLRC. They alleged that there was no basis

for the awards made because aside from the self-serving itemized computations, no representative daily time record was presented by Canoy and Pigcaulan. On the contrary, respondents asserted that the payroll listings they submitted should have been given more probative value. To strengthen their cause, they attached to their Memorandum on Appeal payrolls[12] bearing the individual signatures of Canoy and Pigcaulan to show that the latter have received their salaries, as well as copies of transmittal letters[13] to the bank to show that the salaries reflected in the payrolls were directly deposited to the ATM accounts of SCII's employees.

The NLRC, however, in a Resolution[14] dated March 23, 2004, dismissed the appeal and held that the evidence show underpayment of salaries as well as non-payment of service incentive leave benefit. Accordingly, the Labor Arbiter's Decision was sustained. The motion for reconsideration thereto was likewise dismissed by the NLRC in a Resolution[15] dated June 14, 2004.

Ruling of the Court of Appeals

In respondents' petition for certiorari with prayer for the issuance of a temporary restraining order and preliminary injunction[16] before the CA, they attributed grave abuse of discretion on the part of the NLRC in finding that Canoy and Pigcaulan are entitled to salary differentials, service incentive leave pay and proportionate 13[th] month pay and in arriving at amounts without providing sufficient bases therefor.

The CA, in its Decision[17] dated February 24, 2006, set aside the rulings of both the Labor Arbiter and the NLRC after noting that there were no factual and legal bases mentioned in the questioned rulings to support the conclusions made. Consequently, it dismissed all the monetary claims of Canoy and Pigcaulan on the following rationale:

First. The Labor Arbiter disregarded the NLRC rule that, in cases involving money awards and at all events, as far as practicable, the decision shall embody the detailed and full amount awarded.

Second. The Labor Arbiter found that the payrolls submitted by SCII have no probative value for being unsigned by Canoy, when, in fact, said payrolls, particularly the payrolls from 1998 to 1999 indicate the individual signatures of Canoy.

Third. The Labor Arbiter did not state in his decision the substance of the evidence adduced by Pigcaulan and Canoy as well as the laws or jurisprudence that would show that the two are indeed entitled to the salary differential and incentive leave pays.

Fourth. The Labor Arbiter held Reyes liable together with SCII for the payment of the claimed salaries and benefits despite the absence of proof that Reyes deliberately or maliciously designed to evade SCII's alleged financial obligation; hence the Labor Arbiter ignored that SCII has a corporate personality separate and distinct from Reyes. To justify solidary liability, there must be an allegation and showing that the officers of the corporation deliberately or maliciously designed to evade the financial obligation of the corporation.[18]

Canoy and Pigcaulan filed a Motion for Reconsideration, but same was denied by the CA in a Resolution[19] dated June 28, 2006.

Hence, the present Petition for Review on Certiorari.

Issues

The petition ascribes upon the CA the following errors:

I. The Honorable Court of Appeals erred when it dismissed the complaint on mere alleged failure of the Labor Arbiter and the NLRC to observe the prescribed form of decision, instead of remanding the case for reformation of the decision to include the desired detailed computation.

II. The Honorable Court of Appeals erred when it [made] complainants suffer the consequences of the alleged non-observance by the Labor Arbiter and NLRC of the prescribed forms of decisions considering that they have complied with all needful acts required to support their claims.

III. The Honorable Court of Appeals erred when it dismissed the complaint allegedly due to absence of legal and factual [bases] despite attendance of substantial evidence in the records.[20]

It is well to note that while the caption of the petition reflects both the names of Canoy and Pigcaulan as petitioners, it appears from its body that it is being filed solely by Pigcaulan. In fact, the Verification and Certification of Non-Forum Shopping was executed by Pigcaulan alone.

In his Petition, Pigcaulan submits that the Labor Arbiter and the NLRC are not strictly bound by the rules. And even so, the rules do not mandate that a detailed computation of how the amount awarded was arrived at should be embodied in the decision. Instead, a statement of the nature or a description of the amount awarded and the specific figure of the same will suffice. Besides, his and Canoy's claims were supported by substantial evidence in the form of the handwritten detailed computations which the Labor Arbiter termed as "representative daily time records," showing that they were not properly compensated for work rendered. Thus, the CA should have remanded the case instead of outrightly dismissing it.

In their Comment,[21] respondents point out that since it was only Pigcaulan who filed the petition, the CA Decision has already become final and binding upon Canoy. As to Pigcaulan's arguments, respondents submit that they were able to present sufficient evidence to prove payment of just salaries and benefits, which bits of evidence were unfortunately ignored by the Labor Arbiter and the NLRC. Fittingly, the CA reconsidered these pieces of evidence and properly appreciated them. Hence, it was correct in dismissing the claims for failure of Canoy and Pigcaulan to discharge their burden to disprove payment.

Pigcaulan, this time joined by Canoy, asserts in his Reply[22] that his filing of the present petition redounds likewise to Canoy's benefit since their complaints were consolidated below. As such, they maintain that any kind of disposition made in favor or against either of them would inevitably apply to the other. Hence, the institution of

the petition solely by Pigcaulan does not render the assailed Decision final as to Canoy. Nonetheless, in said reply they appended Canoy's affidavit[23] where he verified under oath the contents and allegations of the petition filed by Pigcaulan and also attested to the authenticity of its annexes. Canoy, however, failed to certify that he had not filed any action or claim in another court or tribunal involving the same issues. He likewise explains in said affidavit that his absence during the preparation and filing of the petition was caused by severe financial distress and his failure to inform anyone of his whereabouts.

Our Ruling

The assailed CA Decision is considered final as to Canoy.

We have examined the petition and find that same was filed by Pigcaulan solely on his own behalf. This is very clear from the petition's prefatory which is phrased as follows:

COMES NOW Petitioner Abduljuahid R. Pigcaulan, by counsel, unto this Honorable Court x x x. (Emphasis supplied.)

Also, under the heading "Parties", only Pigcaulan is mentioned as petitioner and consistent with this, the body of the petition refers only to a "petitioner" and never in its plural form "petitioners". Aside from the fact that the Verification and Certification of Non-Forum Shopping attached to the petition was executed by Pigcaulan alone, it was plainly and particularly indicated under the name of the lawyer who prepared the same, Atty. Josef P. Grageda, that he is the "Counsel for Petitioner Abduljuahid Pigcaulan" only. In view of these, there is therefore, no doubt, that the petition was brought only on behalf of Pigcaulan. Since no appeal from the CA Decision was brought by Canoy, same has already become final and executory as to him.

Canoy cannot now simply incorporate in his affidavit a verification of the contents and allegations of the petition as he is not one of the petitioners therein. Suffice it to state that it would have been different had the said petition been filed in behalf of both Canoy and Pigcaulan. In such a case, subsequent submission of a verification may be allowed as non-compliance therewith or a defect therein does not necessarily render the pleading, or the petition as in this case, fatally defective.[24] "The court may order its submission or correction, or act on the pleading if the attending circumstances are such that strict compliance with the Rule may be dispensed with in order that the ends of justice may be served thereby. Further, a verification is deemed substantially complied with when one who has ample knowledge to swear to the truth of the allegations in the complaint or petition signs the verification, and when matters alleged in the petition have been made in good faith or are true and correct." [25] However, even if it were so, we note that Canoy still failed to submit or at least incorporate in his affidavit a certificate of non-forum shopping.

The filing of a certificate of non-forum shopping is mandatory so much so that non-compliance could only be tolerated by special circumstances and compelling reasons.[26] This Court has held that when there are several petitioners, all of them must execute and sign the certification against forum shopping; otherwise, those who did not sign will be dropped as parties to the case.[27] True, we held that in some cases, execution by only one of the petitioners on behalf of the other petitioners constitutes substantial compliance with the rule on the filing of a certificate of non-forum shopping on the ground of common interest or common cause of action or defense.[28] We, however, find that common interest is not present in the instant petition. To recall, Canoy's and Pigcaulan's complaints were consolidated because they both sought the same reliefs against the same respondents. This does not, however, mean that they share a common interest or defense. The evidence required to substantiate their claims may not be the same. A particular evidence which could sustain Canoy's action may not effectively serve as sufficient to support Pigcaulan's claim.

Besides, assuming that the petition is also filed on his behalf, Canoy failed to show any reasonable cause for his

failure to join Pigcaulan to personally sign the Certification of Non-Forum Shopping. It is his duty, as a litigant, to be prudent in pursuing his claims against SCII, especially so, if he was indeed suffering from financial distress. However, Canoy failed to advance any justifiable reason why he did not inform anyone of his whereabouts when he knows that he has a pending case against his former employer. Sadly, his lack of prudence and diligence cannot merit the court's consideration or sympathy. It must be emphasized at this point that procedural rules should not be ignored simply because their non-observance may result in prejudice to a party's substantial rights. The Rules of Court should be followed except only for the most persuasive of reasons.[29]

Having declared the present petition as solely filed by Pigcaulan, this Court shall consider the subsequent pleadings, although apparently filed under his and Canoy's name, as solely filed by the former.

There was no substantial evidence to support the grant of overtime pay.

The Labor Arbiter ordered reimbursement of overtime pay, holiday pay, service incentive leave pay and 13th month pay for the year 2000 in favor of Canoy and Pigcaulan. The Labor Arbiter relied heavily on the itemized computations they submitted which he considered as representative daily time records to substantiate the award of salary differentials. The NLRC then sustained the award on the ground that there was substantial evidence of underpayment of salaries and benefits.

We find that both the Labor Arbiter and the NLRC erred in this regard. The handwritten itemized computations are self-serving, unreliable and unsubstantial evidence to sustain the grant of salary differentials, particularly overtime pay. Unsigned and unauthenticated as they are, there is no way of verifying the truth of the handwritten entries stated therein. Written only in pieces of paper and solely prepared by Canoy and Pigcaulan, these representative daily time records, as termed by the Labor Arbiter, can hardly be considered as competent evidence to be used as basis to prove that the two were underpaid of their salaries. We find nothing in the records which could substantially support Pigcaulan's contention that he had rendered service beyond eight hours to entitle him to overtime pay and during Sundays to entitle him to restday pay. Hence, in the absence of any concrete proof that additional service beyond the normal working hours and days had indeed been rendered, we cannot affirm the grant of overtime pay to Pigcaulan.

Pigcaulan is entitled to holiday pay, service incentive leave pay and proportionate 13th month pay for year 2000.

However, with respect to the award for holiday pay, service incentive leave pay and 13th month pay, we affirm and rule that Pigcaulan is entitled to these benefits.

Article 94 of the Labor Code provides that:

ART. 94. RIGHT TO HOLIDAY PAY. – (a) Every worker shall be paid his regular daily wage during regular holidays, except in retail and service establishments regularly employing less than ten (10) workers;

x x x x

While Article 95 of the Labor Code provides:

ART. 95. RIGHT TO SERVICE INCENTIVE LEAVE. – (a) Every employee who has rendered at least one year of service shall be entitled to a yearly service incentive of five days with pay.

x x x x

Under the Labor Code, Pigcaulan is entitled to his regular rate on holidays even if he does not work.[30] Likewise, express provision of the law entitles him to service incentive leave benefit for he rendered service for more than a year already. Furthermore, under Presidential Decree No. 851,[31] he should be paid his 13th month

pay. As employer, SCII has the burden of proving that it has paid these benefits to its employees.[32]

SCII presented payroll listings and transmittal letters to the bank to show that Canoy and Pigcaulan received their salaries as well as benefits which it claimed are already integrated in the employees' monthly salaries. However, the documents presented do not prove SCII's allegation. SCII failed to show any other concrete proof by means of records, pertinent files or similar documents reflecting that the specific claims have been paid. With respect to 13[th] month pay, SCII presented proof that this benefit was paid but only for the years 1998 and 1999. To repeat, the burden of proving payment of these monetary claims rests on SCII, being the employer. It is a rule that one who pleads payment has the burden of proving it. "Even when the plaintiff alleges non-payment, still the general rule is that the burden rests on the defendant to prove payment, rather than on the plaintiff to prove non-payment." [33] Since SCII failed to provide convincing proof that it has already settled the claims, Pigcaulan should be paid his holiday pay, service incentive leave benefits and proportionate 13[th] month pay for the year 2000.

The CA erred in dismissing the claims instead of remanding the case to the Labor Arbiter for a detailed computation of the judgment award.

Indeed, the Labor Arbiter failed to provide sufficient basis for the monetary awards granted. Such failure, however, should not result in prejudice to the substantial rights of the party. While we disallow the grant of overtime pay and restday pay in favor of Pigcaulan, he is nevertheless entitled, as a matter of right, to his holiday pay, service incentive leave pay and 13th month pay for year 2000. Hence, the CA is not correct in dismissing Pigcaulan's claims in its entirety.

Consistent with the rule that all money claims arising from an employer-employee relationship shall be filed within three years from the time the cause of action accrued,[34] Pigcaulan can only demand the amounts due him for the period within three years preceding the filing of the complaint in 2000. Furthermore, since the records are insufficient to use as bases to properly compute Pigcaulan's claims, the case should be remanded to the Labor Arbiter for a detailed computation of the monetary benefits due to him.

WHEREFORE, the petition is GRANTED. The Decision dated

February 24, 2006 and Resolution dated June 28, 2006 of the Court of Appeals in CA-G.R. SP No. 85515 are REVERSED and SET ASIDE. Petitioner Abduljuahid R. Pigcaulan is hereby declared ENTITLED to holiday pay and service incentive leave pay for the years 1997-2000 and proportionate 13th month pay for the year 2000.

The case is REMANDED to the Labor Arbiter for further proceedings to determine the exact amount and to make a detailed computation of the monetary benefits due Abduljuahid R. Pigcaulan which Security and Credit Investigation Inc. should pay without delay.

SO ORDERED.

Corona, C.J., (Chairperson), Leonardo-De Castro, Abad,[**] and Villarama, Jr., JJ., concur.

[*] Originally captioned as Oliver Canoy and Abduljuahid Pigcaulan, petitioners vs. Security and Credit Investigation Inc. and/or Rene Amby Reyes, respondents. The Court, however, drops Oliver Canoy from the caption consistent with the Court's ruling herein.

[**] Per raffle dated January 10, 2012.

- [1] Rollo, pp. 10-26.
- [2] CA rollo, pp. 219-225; penned by Associate Justice Santiago Javier Ranada and concurred in by Associate Justices Roberto A. Barrios and Mario L. Guariña III.
- [3] Id. at 18-25; penned by Commissioner Tito F. Genilo and concurred in by Presiding Commissioner Lourdes C. Javier and Commissioner Ernesto C. Verceles.
- [4] Id. at 27-28.
- [5] Id. at 250.
- [6] Id. at 229-234.
- [7] Canoy's complaint was docketed as NLRC-NCR Case No. 00-03-01409-2000 while Pigcaulan's complaint was docketed as NLRC-NCR Case No. 00-03-01782-2000.
- [8] Annex "1" of SCII's Position Paper, CA rollo, pp. 59-63 and 70-76.
- [9] Annex "2" of SCII's Position Paper, id. at 64-65 and 77-78.
- [10] Id. at 83-87.
- [11] Id. at 87.
- [12] Annex "2"- "2-OO" of SCII's Memorandum on Appeal, id. at 101-142.
- [13] Annex "4"- "31" of SCII's Memorandum on Appeal, id. at 150-205.
- [14] Id. at 18-25.
- [15] Id. at 27-28.
- [16] Id. at 2-16.
- [17] Id. at 219-225.
- [18] Id. at 223-224.
- [19] Id. at 250.
- [20] Rollo, p. 18.
- [21] Id. at 46-52.
- [22] Id. at 57-61.
- [23] Annex "A" of the petitioner's Reply, id. at 62-63.
- [24] Mactan-Cebu International Airport Authority v. Heirs of Estanislao Miñoza, G.R. No. 186045, February 2, 2011, 641 SCRA 520, 528 citing *Altres v. Empleo*, G.R. No. 180986, December 10, 2008, 573 SCRA 583, 597.
- [25] Id.
- [26] Mandaue Galleon Trade, Inc. v. Isidto, G.R. No. 181051, July 5, 2010, 623 SCRA 414, 421.
- [27] Traveño v. Bobongon Banana Growers Multi-Purpose Cooperative, G.R. No. 164205, September 3, 2009, 598 SCRA 27, 36 citing *Altres v. Empleo*, G.R. No. 180986, December 10, 2008, 573 SCRA 583, 597.

[28] *Northeastern College Teachers and Employees Association v. Northeastern College, Inc.*, G.R. No. 152923, January 19, 2009, 576 SCRA 149, 179; *Heirs of Domingo Hernandez, Sr. v. Mingoa, Sr.*, G.R. No. 146548, December 18, 2009, 608 SCRA 394, 406-407.

[29] *Pyro Copper Mining Corporation v. Mines Adjudication Board-Department of Environment and Natural Resources*, G.R. No. 179674, July 28, 2009, 594 SCRA 195, 211-212.

[30] *Labadan v. Forest Hills Academy*, G.R. No. 172295, December 23, 2008, 575 SCRA 262, 268.

[31] *Requiring All Employers To Pay Their Employees A 13th-Month Pay*.

[32] *Saberola v. Suarez*, G.R. No. 151227, July 14, 2008, 558 SCRA 135, 146-147.

[33] *Id.*

[34] Labor Code, Article 291.

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